

No. SE/PWD/B&R/Chandigarh/238/G.—Whereas the Governor of Haryana is satisfied that land specified below is needed by the Government, at public expense, for a public purpose, namely, for construction of link road from Shampur to Udhamgarh in tehsil Naraingarh, district Ambala, it is hereby declared that the land described in the specification below is required for the aforesaid purpose.

This declaration is made under the provisions of section VI of the Land Acquisition Act, 1894, to all whom it may concern and under the provisions of section 7 of the said Act, the Land Acquisition Collector, Haryana, P.W.D., B. & R. Branch, Ambala Cantt., is hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the offices of the Land Acquisition Collector, Haryana, P.W.D., B. & R. Branch, Ambala Cantt., and Executive Engineer.

SPECIFICATIONS

District	Tehsil	Locality/ Village	Hadbast No.	Area in Acres	Khasra No.
Ambala	Naraingarh	Shampur	163	3.43	4
					21, 22
					5
					12/1, 12/2, 12/3, 13/3, 16, 17/1, 17/2,
					5
					18, 19, 25
					11
					1, 2/1, 2/2, 3, 7/1, 7/2, 8/1, 8/2, 9, 13,
					11
					14, 15, 16/1, 16/2
Do	Do	Burj Jamnawala	164	3.28	12
					20/1, 20/2, 21, 22
					15
					2, 3, 7, 8/1, 8/2, 9, 13, 14/1, 14/2, 16,
					15
					17, 25/1, 25/2, 25/3
					56, 58, 59, 62, 170, 177, 179, 180
					4
					5
					6
Do	Do	Burj Jamnawala	164	3.28	21
					25
					5
					7
					1/1/1, 1/1/2, 1/2, 2, 8, 9/1, 9/2/1, 9/2/2,
Do	Do	Burj Jamnawala	164	3.28	7
					10, 12/1, 13/1, 13/2, 14, 16, 17/1/1, 17/1/2,
					7
Do	Do	Burj Jamnawala	164	3.28	17/2, 24, 25/1, 25/2

District	Tehsil	Locality/ Village	Hadbast No.	Area in Acres	Khasra No.
Ambala	Naraingarh	Burj Jamnawala —concl'd	164 —concl'd	3.28— concl'd	8 16, 17, 21, 24 9 7, 8, 9, 11, 12, 13, 20 12 5 21, 26, 26, 30, 31, 34, 35, 44, 52, 53, 110, 111, 114, 115, 116, 127, 128
Ambala	Naraingarh	Udhamgarh	165	1.19	20 12/2, 13/1, 13/2, 13/3, 18/1, 19/1, 19/2, 20 20/2, 21, 22/1 23 1 24 4, 5, 6, 7, 8 30, 33, 47.
Total				7.90	

(Sd.) . . .

Superintending Engineer,
Chandigarh Circle, P.W.D., B&R Branch,
K. No. 72/19-A, Chandigarh.

IRRIGATION DEPARTMENT

The 6th March, 1982

No.1165/1-L.—Whereas it appears to the Governor of Haryana that land specified below is needed by the Government, partly at the public expense, namely, for constructing 3 nos stores at village Palwal, Tehsil Palwal, District Faridabad.

It is hereby notified that the land in the locality described below is required for the above purpose.

This notification is made under the provisions of section 4 of the Land Acquisition Act, 1894, for information of all to whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana hereby authorises the officers of the Irrigation Branch with their servants and workmen for the time being engaged in the undertaking to enter upon and survey the land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of any land in the locality may within a period of thirty days of the publication of this notification filed objection in writing before the Land Acquisition Collector, Public Works Department, Irrigation Branch, Karnal.

Plans of the land may be inspected in the offices of the Land Acquisition Collector, Public Works Department, Irrigation Branch, Karnal and Executive Engineer, Gaunchi Division/Gurgaon Canal, Faridabad.

SPECIFICATION

Serial No.	Name of Village	Tehsil	District	Area in Acres	Direction
1	Palwal	Palwal	Faridabad	1.62	A Plot of land varying dimensions of measuring in 1.62 acres comprising of field number 142/10,11 as shown on the Index Plan and demarcated at site.
Total,				1.62	

(Sd).

Superintending Engineer,
Western Jamuna Canal Feeder,
Gurgaon Canal Circle,
Delhi.

BUILDING AND ROADS BRANCH

CHANDIGARH CIRCLE

The 29th March, 1982

No. SE/P.W.D./B.&R./Chandigarh/247/R.—Whereas it appears to the Governor of Haryana that land is likely to be required to be taken by the Government, at public expense, for a public purpose, namely for construction of link road Badhaur to village Dakra in Tehsil Naraingarh in District Ambala, it is hereby notified that the land described in the specification below is required for the above purpose.

This notification is made under the provision of section IV of Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana, is pleased to authorise the officers, for the time being engaged in the undertaking with their servants and workman to enter upon and survey and land in the locality and do all other acts, required or permitted by that section.

Any person interest in the above land, who has any objection to the acquisition of any land in the locality may within 30 days of the publication of this notification, file an objection in writing before the Land Acquisition Collector No. 1, Haryana P.W.D. B.&R. Branch, Ambala Cantt.

SPECIFICATIONS

District	Tehsil	Locality/ village	Hadbast No.	Area in Acres	Khasra No.	Remarks
Ambala	Naraingarh	Badhaur	208	1.81	32	
					25	

33

19, 21/1, 22/2, 22

District	Tehsil	Locality/ village	Hadbast No.	Area in Aerea	Khasra Nos.	Remarks
Ambala	Naraingarh	Badhaur	208	1,81	40	
					3, 4/1, 4/2, 5/1, 5/2, 7, 8, 9, 10	
					40	
					11/1, 11/2, 12/1, 12/2	
					41	
					2, 3, 8, 13, 14/1, 14/2, 15/1 15/2	
					41	
					16, 17/1, 17/2, 17/3. 18	
					53, 81, 82, 83, 87, 155, 161, 162,	
					167, 168	
			Total	1.81		

(Sd.) . . .

Superintending Engineer,
Chandigarh Circle, Haryana.
P.W.D. B. & R. Branch,
Kothi No. 72/19-A, Chandigarh.

LABOUR DEPARTMENT

The 4th February, 1982

No. 9(1)82-6Lab./249.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer Labour Court, Rohtak in respect of the dispute between the workmen and the management of M/s The Jind Central, Co-operative Bank Ltd., Jind.

BEFORE SHRI BANWAR LAL DALAL, PRESIDING OFFICER, LABOUR COURT HARYANA,
ROHTAK

Reference No. 66 of 1980

Between

SHRI DHANI RAM, WORKMAN AND THE MANAGEMENT OF M/S. THE JIND CENTRAL
CO-OPERATIVE BANK LTD., JIND

Present:—

Shri S.N. Vats, for the workman.

Shri Gaje Singh alongwith Shri Chander Bhan Goel for the management.

AWARD

This reference has been referred to this court by the Hon'ble Governor, vide his order No. ID/KNL/35-80/13436, dated 13th March, 1980 under section 10(i)(c) of the Industrial Disputes Act for adjudication of the dispute existing between Shri Dhani Ram, workman and the management of M/s The Jind Central Co-operative Bank Ltd., Jind. The term of the reference was :—

Whether the termination of services of Shri Dhani Ram was justified and in order? If not, to what relief is he entitled?

On the receipt of the order of reference notices as usual were sent to the parties. The parties put in their appearance in response to the same, filed their respective pleadings and issue "As per the dispute referred to this court was framed on the pleas of the parties."

The management examined Shri Harphool Singh, the then Managing Director respondent bank and Shri Uma Singh, the then Development Officer as their witnesses and closed their case. The workman examined himself as his only witness and closed his case. I heard the learned representatives of the parties and decide the issue as under.

From the documents placed on file by the management it is observed that the management vitiated action against the workman on a complaint dated 5th October, 1977 by Shri Sumer Chand, Panghal, Executive Officer addressed to the Managing Director in the form of D.O. letter. On this complaint a letter No. CO/PO/6079, dated 10th October, 1977 has been addressed declaring the workman absent on 5th October, 1977 and calling for his explanation. There is also a document signed by Shri Uma Singh disclosing the irregularities in the way of maintaining the record by the workman which is dated 11th October, 1977. There is also another letter dated 13th October, 1977 from the Executive Officer Uchana recommending for withholding the pay of the workman on account of his remaining absent from 5th October, 1977 onwards and for placing him under suspension. The Development Officer placed detailed report of allegations against Shri Dhani Ram, workman recommending the termination of the workman which is dated 15th October, 1977 and is exhibited MW-1/3. On considering that report the Managing Director terminated the services of the workman,—vide his noting dated 22nd October, 1977 on Exhibit MW-1/3.

On the basis of this noting an order of termination was passed on 2nd November, 1977 which is Exhibit MW-1/2. The management has also placed on file copies of the various letters from Exhibit MW-1/5 to MW-1/14 calling for the explanation of the workman regarding various irregularities committed by him. The management witnesses have given out in their cross-examination that the services of the workman were terminated on his remaining absent, embezzeling the amount equal to the tune of Rs. 7000 as well as on other embezzlement cases in the societies prior to his appointment as secretary by the respondent bank. They have admitted that no charge-sheet or enquiry was conducted against the workman. The management witnesses have not stated any thing whether any compensation was paid to the workman at the time of his termination.

The workman has deposed that he had been working as Secretary since 1963 and became the employee of the respondent on 1st June, 1976,—vide appointment letter, Exhibit MW-1/1. The management terminated his services on 2nd November, 1977. The management did not serve him with any notice or any notice pay in lieu thereof was paid to him. The management did not pay him the retrenchment compensation. He further stated that he tried his level best to secure some job but could not get any. The management representative cross-examined the workman on various cases of embezzlement in different societies to which the workman answered that the same were paid by him or had been adjusted from his pay. He denied as wrong that he embezzled a sum of Rs. 7750.15 paise from the Mangalpur society and admitted it as correct that Rs. 7,000 are lying in his account in the society and he was not aware whether there was any such law that a secretary is not allowed to keep more than 500 rupees in his individual account in the society in which he is working.

From the evidence on record documentary as well as oral it is established that the management had terminated the services of the workman on the charges of absence and embezzlement but no charge sheet or show cause notice was issued to the workman nor any departmental enquiry into the charges was held. The workman had been denied the opportunity of hearing and to state his case. The management took the advantage of the terms and conditions of the appointment letter and in their grab terminated the services of the workman and dispensed with the procedure of holding a regular enquiry. It is not disputed that the workman put in about one and a half year service and it is also an admitted fact that no notice or notice pay in lieu thereof or any retrenchment compensation was paid to the workman at the time of his termination. Now the question that remains to be decided is whether the termination of the workman though in accordance with his terms and conditions of his service amounts to retrenchment or no retrenchment. It has been a settled law evolved through various judgements of the Supreme Court and High Courts that any condition in the contract of service imposed by the management which is against the Provisions of section 25(F) of the I.D. Act makes the contract void. The contention of the management that services of the workman was terminable at any time without notice and that the case of the workman does not amount to retrenchment and as such was outside the scope of the section 25(F) of the Act is without any substance. The expression retrenchment defined in section 2(oo) of the Act. It reads :

“retrenchment means the termination by the employer of the service of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action, but does not include:

- (a) voluntary retirement of the workman ; or
- (b) retirement of the workman on reaching the age of superannuation of the contract of employment between the employer and the workman concerned contains a stipulation in that behalf ; or
- (c) termination of the services of a workman on the ground of continued ill-health ;”

The above provision came up for interpretation before the Supreme Court in *Santosh Gupta, versus State Bank of Patiala* (1980 Lab. IC 687). The Supreme Court held that expression ‘termination of services for any reason whatsoever’ found in section 2(oo) of the Act can cover every kind of termination of service except those not expressly included in section 25F or not expressly provided for by other provisions of the Act such as Section 25FF and 25FFF. The only type of termination which falls outside the provision of section 25F(a) of the Act in respect of which no notice or retrenchment is necessary is an appointment under an agreement for a specific period. It is true that in the appointment order it is specifically stated that the services of the workman was terminable at any time without notice. But such a condition cannot override statutory provisions. Therefore the conditions prescribed both by clauses (a) and (b) of section 25F had to be complied with. The appointment of the workman was not for any specific period or date on the expiry of which the tenure would automatically come to an end. No notice has been given to the workman as required under section 25F(a) there is not any exception to section 25F(b). The compliance of section 25F(b) of the Act is mandatory and its non compliance renders the termination invalid. The order of termination is therefore void. The record produced by the management and the irregularities admitted to have been committed by the workman show that the workman does not deserve full back wages and under the circumstances of the case I am of the view that only 50% wages would be a just and fair award for him. This would also mean a fair treatment to the management. I accordingly answer the reference that the workman is entitled to reinstatement with continuity of service and with 50% back wages and return the same in the above terms.

Dated 27th December, 1981.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

Endorsement No. 4502, dated 30th December, 1981.

Forwarded (four copies) to the Secretary, Government Haryana, Labour and Employment Departments Chandigarh as required under section 15 of the Industrial Disputes Act.

BANWARI LAL DALAL,
Presiding Officer,
Labour Court, Haryana, Rohtak.

H.L. GUGNANI,
Commissioner and Secretary to Government, Haryana,
Labour and Employment Department.